

BEFORE THE POLICE BOARD OF THE CITY OF CHICAGO

IN THE MATTER OF CHARGES FILED AGAINST)	
DETECTIVE JAMES PERA,)	No. 11 PB 2777
STAR No. 21565, DEPARTMENT OF POLICE,)	
CITY OF CHICAGO,)	
)	(CR No. 315047)
RESPONDENT.)	

ORDER

On November 21, 2011, the Superintendent of Police filed with the Police Board of the City of Chicago charges against Detective James Pera, Star No. 21565, recommending that the Respondent be discharged from the Chicago Police Department for violating several Rules of Conduct. On April 17, 2012, the Superintendent filed a motion to withdraw the charges against the Respondent, stating that the parties have entered into a settlement agreement regarding this matter.

The Police Board of the City of Chicago has considered the Superintendent's motion to withdraw the charges against the Respondent, and

IT IS HEREBY ORDERED that the Superintendent's motion is **granted**.

DATED AT CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, THIS 19th DAY OF APRIL, 2012.

/s/ Demetrius E. Carney

/s/ Scott J. Davis

/s/ Melissa M. Ballate

/s/ William F. Conlon

/s/ Ghian Foreman

/s/ Rita A. Fry

/s/ Susan L. McKeever

/s/ Johnny L. Miller

/s/ Elisa Rodriguez

Attested by:

/s/ Max A. Caproni
Executive Director
Police Board

RECEIVED

APR 17 2012

Police Board
City of Chicago

BEFORE THE POLICE BOARD
OF THE CITY OF CHICAGO

IN THE MATTER OF THE
CHARGES AGAINST
DETECTIVE JAMES PERA,

Respondent.

)
) No. 11 PB 2777
)
)
)

SUPERINTENDENT'S MOTION TO WITHDRAW CHARGES

Garry F. McCarthy, Superintendent of Police, by his attorneys, for his motion to withdraw the Charges in this matter states as follows:

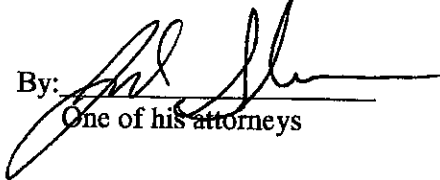
1. On November 21, 2011, the Superintendent of Police filed with the Police Board of the City of Chicago charges against Detective James Pera, Star No. 21565, for violating several Rules of Conduct.

2. In April 2012, the parties entered into a settlement agreement and stipulation, attached as Exhibit A.

WHEREFORE, the Superintendent requests that the charges filed in this matter on November 21, 2011 be withdrawn.

Respectfully Submitted,

Garry F. McCarthy
Superintendent of Police

By: 
One of his attorneys

James P. Fieweger
Jordan D. Shea
Williams Montgomery & John Ltd.
233 South Wacker Drive, Suite 6100
Chicago, Illinois 60606
(312) 443-3200
(312) 630-8586
jds@willmont.com

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Police Board
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Respondent.

SETTLEMENT AGREEMENT AND STIPULATION

Respondent, Detective James Pera, and the Superintendent of Police, Garry F. McCarthy, by their respective attorneys, stipulate and agree to the following:

1. On November 21, 2011, the Superintendent of Police filed with the Police Board of the City of Chicago charges against Detective James Pera, Star No. 21565, for violating several Rules of Conduct in the period from June 1, 2006 through September 30, 2006.
2. Respondent Pera was suspended without pay on November 30, 2011.
3. The parties, through their attorneys, have advised the Police Board that they desire to resolve this case without the burden of further litigation, and that an agreement has been reached by the parties, as set forth herein. It is agreed that neither this Settlement Agreement and Stipulation nor any of its terms shall be offered or received in evidence in any civil or administrative action or proceedings, or used in any manner whatsoever, as an indication of wrongdoing, or of the legal position in these proceedings, of the City of Chicago, the Chicago Police Department, the Superintendent of Police, or any of their officers, agents, or employees, including Respondent Pera.
4. The parties are entering into this Stipulation and Settlement Agreement solely for the purposes of avoiding further expense, inconvenience, and distraction of litigation arising out of or related to the charges pending at the Police Board.

5. It is the position of the City of Chicago Police Department on behalf of itself, its officers, agents, representative, and employees that all of its actions regarding Respondent Pera were proper.

6. The parties have agreed on a three-month unpaid suspension to resolve this matter. Therefore, in consideration of the provisions of this Stipulation and Settlement Agreement, the Superintendent recommends to the Police Board that Respondent Pera be suspended from the period from November 30, 2011 to February 29, 2012. Respondent Pera is reinstated effective March 1, 2012.

7. Subject to the collective bargaining agreement between the City of Chicago and the Fraternal Order of Police, Chicago Lodge No. 7, the three-month suspension referenced in paragraph 6 of this Settlement Agreement and Stipulation—relating to allegations of conduct which occurred over five years ago—may not be considered by the Police Board, an arbitrator, a court or other administrative body. This suspension shall not become part of Respondent Pera's disciplinary record.

8. In consideration of the provisions of this Stipulation and Settlement Agreement, Respondent Pera agrees to hold harmless, release, and forever discharge the City of Chicago, its departments, officers, agents, and employees from any actions, claims, causes of action, demands, losses, damages, or conditions of reinstatement arising out the suspension referred to in paragraph 6.

9. The terms and obligations of this Settlement Agreement and Stipulation are subject to and conditioned upon the Police Board's withdrawal of charges. In the event the Police Board should deny the Superintendent's Motion to Withdraw Charges, it shall be deemed null and void, and this matter shall return to the Board's calendar for hearing, and no facts or

admissions referenced in this Settlement Agreement and Stipulation shall be used against either party.

10. If the Police Board enters an Order granting the Motion to Withdraw Charges, Respondent Pera waives any and all forms of review of that Order, in any forum whatsoever, including but not limited to, through administrative review and grievance/arbitration.

11. This Settlement Agreement and Stipulation, and all of its terms, contains the entire agreement between the parties, and shall be binding on the parties, their representatives, successors, and assigns.

12. Respondent Pera represents and certifies that he has carefully read and fully understands all of the provisions and effects of this Settlement Agreement and Stipulation. Respondent Pera further states that he is voluntarily entering into this Stipulation and Settlement Agreement and that neither the Department, nor the City of Chicago, or its agent, employees, officers, or representatives made any representation concerning the terms or effects of this Settlement Agreement and Stipulation, other than those contained herein.

13. The parties shall bear their own attorney's fees and costs, if any.

[The remainder of this page is intentionally left blank.]

x *James A. Pera* 4-16-12
James Pera Date

Thomas P. Needham 4-16-12
Thomas P. Needham Date
Counsel for Respondent *Perry*
Pera

CITY OF CHICAGO, DEPARTMENT OF POLICE:

Ralph Price 4-16-12
Ralph Price Date
General Counsel to the Superintendent

STEPHEN R. PATTON
Corporation Counsel of the City of Chicago

Assistant Corporation Counsel Date